

REQUEST FOR PROPOSALS

DISASTER RECOVERY MANAGEMENT CONSULTING SERVICES

RFP No. 50-17-18

ADVERTISEMENT DATE

TUESDAY, JUNE 12, 2018

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

TUESDAY, JUNE 26, 2018 AT 3:30PM (LOCAL TIME)

SUBMITTAL DEADLINE

WEDNESDAY, JULY 11, 2018 AT 3:30PM (LOCAL TIME)

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET

NORTH MIAMI, FLORIDA 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk on or before the Submittal deadline rests solely with the Respondent. The City of North Miami is not responsible for any delays caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or by calling toll free 1-800-711-1712 and request Document No. 50-17-18.

Contact Person: Phillip Ford

Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Proposals from qualified and experienced firms to provide monitoring of Disaster Recovery Management Consulting Services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA).

Please submit one (1) original Proposal, six (6) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals as follows:

"IMPORTANT - SOLICITATION ENCLOSED" Disaster Recovery Management Consulting Services RFP No. 50-17-18

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date:	Tuesday, June 12, 2018	
Last Date for Receipt of Written Questions:	Tuesday, June 26, 2018	3:30pm
Submittal Deadline:	Wednesday, July 11, 2018	3:30pm
Evaluation Committee Interviews:	To Be Determined	
City Council Approval Date:	To Be Determined	

Note: The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or downloaded from the City's Purchasing Department website at https://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx

CONE OF SILENCE

Please be advised that this Solicitation is subject to the City's Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City's Code of Ordinances prohibiting certain types of communication, as further described in Appendix "A" of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade Purchasing Director

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All of our contract forms are fillable and can be found on the City's website at:

http://northmiamifl.gov/departments/Purchasing/forms.aspx

A-1	Public Entity Crimes Affidavit
A-2	Non-Collusive Certificate
A-5	Acknowledgement of Addenda
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SECTION 1.0 INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 **DEFINITIONS**

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
- c) "Contractor" or "Vendor" means the Proposer or Respondent that is selected and awarded a Contract pursuant to this Solicitation.
- d) "Proposal" means any and all documents submitted by a Proposer in response to this Solicitation.
- e) "Proposer" or "Respondent." Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
- f) "Scope of Services" means the services to be provided by the selected Respondent under this Contract.
- g) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.
- h) "Subcontractors" or "Sub-consultant" shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
- i) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 61,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If

the Public Entity Crime Affidavit is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements

1.5. PUBLIC ENTITY CRIME / DISCRIMANATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors vendors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

Respondents, their agents and consultants or sub-contractors, are hereby placed on noticed that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or subcontractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 of the City's Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its subcontractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES

Interested firms may contact the City's Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City's web site (www.northmiamifl.gov) and DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number.

1.9. ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be down loaded.

1.11. CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12. PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk within five (5) business days after receipt by the bidder or offeror of the city's notice of

recommendation for award of contract. A written protest is considered filed when received by the city clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13. CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. PROPOSAL COST

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15. TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16. <u>SUBMITTAL AND OPENING OF</u> PROPOSALS

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17. ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submittal of a Proposal to the City.

1.18. WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. PUBLIC RECORDS AND EXEMPTIONS

Please be advised that Proposals received by the City become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- a) When such rejection is in the interests of the City;
- b) If such Proposal is deemed non-responsive;
- If the Respondent is deemed non-responsible;
 or
- d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal

requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 4.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondent for award, based solely on their review and evaluation of Proposals, to the City Manager without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's result and recommendation for award shall be submitted to the City Manager for review by the Purchasing Department.

1.23. CITY MANAGER'S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) Approve the Committee's recommendation and submit to City Council for approval;
- b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendation: or
- c) Reject all Proposals.

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager's recommendation, the City Council may:

- a) Approve the City Manager's recommendation and authorize the contract or contract negotiations;
- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

The City anticipates the award of one Contract, but reserves the right to award more than one Contract under this Solicitation, if deemed to be in the interest of the City.

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous

contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

1.27 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Appendix "A").

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE

This RFP requires that the Respondent must list any and all sub-contractors and/or subconsultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. <u>Failure to comply with this requirement shall render the Proposal non-responsive.</u> Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (see Form A-6).

1.29 <u>BUSINESS ENTITY / RESPONDENT</u> REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov.

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.30 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as nonresponsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

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All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.31 <u>PROPRIETARY/ CONFIDENTIAL</u> <u>INFORMATION</u>

[See Section 1.19 above]

1.32 LOCAL VENDOR PREFERANCE

Not Applicable

1.33 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.34 MODIFICATION OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.35 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current" prior to Contract execution.

1.36 LATE SUBMITTALS

The City will not accept Proposals received after opening time and encourages early submittal.

1.37 ATTORNEYS' FEES

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall

be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.38 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who functions presently exercises any responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.39 CONSTRUCTION SERVICES

Not Applicable.

1.44 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

Further, the City may, accept parts of any and all responses and further negotiate project scope and fees.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

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The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

END OF SECTION

SECTION 2.0 BACKGROUND AND SPECIAL CONDITIONS

2.1 Introduction

The City of North Miami is soliciting Proposals from qualified and experienced firms to provide Disaster Recovery Consulting Services in accordance with applicable regulations of the Federal Emergency Management Administration (FEMA).

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200. All awarded Contractors must take affirmative steps to utilize small and minority business and women's business enterprises, and labor surplus area firms are used when possible in accordance CFR Part 200, Subsection 200.321. Please refer to Attachments A and B for all applicable Federal Requirements.

The Contract issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

2.4 TERM OF CONTRACT

The initial term of this Agreement shall be for three (3) years commencing on the date stipulated on the executed Contract, which will specify the date on which the Contractor shall commence providing operations and management services. The City, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) days beyond the current Contract period to ensure continuity of services.

2.5 OPTION TO RENEW

Prior to, or upon completion, of the initial contract term, the City Manager or his designee, reserves the option to renew this Contract for two (2) additional one (1) year periods, at terms and conditions that are mutually acceptable. At a minimum, each renewal of this Contract is contingent upon continued satisfactory performance by the Successful Proposer(s) in accordance with the Scope of Services stated herein. The City, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) days beyond any exercised renewal period to ensure continuity of services.

2.6 METHOD OF AWARD

See Section 4 for method of evaluation and award.

2.7 MINIMUM REQUIREMENTS

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the

Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be deemed as "NON-RESPONSIVE".

Those qualifications are as follows:

 Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations records. Respondents submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.

MINIMUM NUMBER OF COMPLETED PROJECTS

- Respondent must have completed a minimum of two (2) projects of similar size to the City of North Miami, scope and complexity as detailed herein. Documentation for the five projects should include the following information:
- Name of the Project
- Date range of Project (Start Date/End Date)
- Name of entity for which services were provided
- Entity's main contact name, phone and email
- Description and details of the Project

YEARS IN BUSINESS

 Respondent must provide proof of being incorporated as a business of providing the services detailed herein for at least five (5) years.
 The City will require proof that a Proposer is an established business operating in compliance with all local, state and federal laws.

REFERENCES

 Respondent must provide at least two (2) references of clients to which it has provided Debris Monitoring Services within the last ten (10) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14.

<u>Note</u>: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.

2.9 INSURANCE AND INDEMNIFICATION

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

 Workers' Compensation Insurance – Statutory Limits and Employer's Liability Insurance - \$1,000,000

- Commercial General Liability Insurance \$1,000,000 per occurrence, to include personal advertising injury.
- Automobile Liability Insurance \$1,000,000 combined single limit bodily injury & property damage.
- Professional liability (occurrence form preferred) providing minimum limit of \$1,000,000, covering errors or omissions of respondent in the performance of professional services. Self- Insured Retention shall not exceed \$25,000.

The successful Proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Proposer shall guarantee all required insurances remain current and in effect throughout the term of contract. Successful Proposer shall ensure that contractors / subcontractors engaged by Proposer carry insurance equal to or exceeding that required of Proposer (excluding professional liability), and naming the City of North Miami as additional insured.

Provider shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors.

Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

2.10 <u>LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE</u> CONTRACTOR

Unless otherwise provided in this Solicitation the Respondent shall furnish the labor, materials, and coordination of services for satisfactory Contract performance.

2.11 COUNCIL MEETING

The selected Respondent(s) (Vendors) must be available to attend City Council meetings when required. Contractor(s) must be prepared to answer any questions and/or provide a presentation (using presentation boards, PowerPoint or handouts) if requested by Council and/or authorized City representatives.

2.12 CONTACT INFORMATION

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Such Contact is to be for clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Services of this Request for Proposals must be submitted in writing by email. The Solicitation number and Solicitation title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Solicitation. No questions will be received verbally or after the deadline indicated in the Solicitation Timetable.

2.13 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The City Manager reserves the right to reject any and all Proposals, and to waive minor irregularities in the procedure.

2.14 EXECUTION OF CONTRACT

The execution of a Contract is required to be executed between the City and selected Vendor following the selection and approval of same by the Mayor and City Council, at a duly noticed public meeting.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 BACKGROUND

The City requires the services of a Consultant to assist the City with its submission of FEMA grant applications and the management of all disaster related recovery efforts. In addition, the Consultant will provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the City. Other services may include facilitating communication with FEMA, FHWA, NRCS, other federal agencies, the State of Florida, Miami-Dade County.

3.2 SCOPE OF WORK

The selected contractor will assist the City of North Miami in strategically managing the City's claim developments and administration under Federal and State Disaster Programs related to any local, state, or federally declared disaster during the term of this contract. Such Federal Programs may include, but are not limited to: FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, Federal Transit Administration, and Small Business Administration. Examples of disaster recovery services that may be required include:

A. FEMA Public Assistance Advisory Services:

- Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects;
- 2) Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client;
- Provide extensive knowledge, experience and technical competence in dealing with federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013;
- 4) Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed;
- 5) Help assess damage to public infrastructure components, transportation systems, and facilities as needed;
- 6) Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records;
- 7) Review for all data and supporting documentation to determine whether costs appear eligible and are adequately supported;
- 8) Evaluate and assist in the formation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimension ("DDDs") and a project's Scope of Work ("SOW");
- 9) Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act;

- 10) Evaluate alternative and/or improved projects;
- 11) Review Project Worksheets to determine final eligible costs and third party refunds and reimbursements:
- 12) Reconcile eligible costs and prepare Project Worksheet versions, as necessary;
- 13) Prepare first and second appeals, as requested;
- 14) Monitor reconstruction efforts, actual versus PW scope of repair, and progress payments;
- 15) Perform Project Worksheet closeouts;
- 16) Prepare appeals and arbitration, as required; and
- 17) Respond to audit findings as required.

B. FEMA 404 and 406 Hazard Mitigation Expertise

- 1) Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events; and
- 2) Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

C. Financial and Grant Management Support

- Advise on FEMA's rules, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs;
- 2. Provide general grant management advice;
- 3. Perform internal controls assessment;
- 4. Conduct pre-audit activities and prepare documentation for audit;
- 5. Meet as necessary with City/County/State/Federal representatives in connection with the program, financial, contracting, and accounting services related to Federal and State regulations;
- 6. Prepare reports for the State and FEMA, as needed:
- 7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed;
- 8. Categorize, record, track, and file costs in support of the financial reimbursement process. Track Project Worksheet status and the status of payments from the State; and
- 9. Assist in providing interagency (Federal, State, County, Local) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

D. Public Insurance Adjustment Support

- 1. Work with the City's Insurer and with the County to identify any potential insurance claims:
- 2. Work with the City's insurer to ensure maximum insurance coverage is applied to all impacted facilities; and
- 3. Work with FEMA and the State to ensure proper insurance coverage is applied to Project Worksheets.

E. HUD Community Development Block Grant – Disaster Recovery Support Services

- Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds;
- Conduct unmet needs assessments that identify type and location of the communities disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy;
- 3. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery;
- 4. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting federal requirements such as procurement, federal labor standards, fair housing, accessibility, uniform administrative requirements, and monitoring and compliance:
- 5. Help develop and submit HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeout;
- 6. Develop policies and procedures for implementing CDBG-DR funded programs and activities including contractor, subcontractor, and subrecipient oversight and monitoring; and
- 7. Maintain project files with supporting documentation for all CDBG-DR funded activities.

3.3 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind, which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City.

3.4 MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and prompt cooperation by the Contractor in all aspects of the Services.

- b) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- c) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- d) The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- e) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Services herein.

3.5 TERMINATION AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has failed to obtain the approval of the City where and/or when required:
 - v. the Contractor has failed to provide "adequate assurances" as required under subsection b below:
- b) When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the timeframe set forth

in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms and conditions stated herein. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed timeframe, the City may:

- i. treat such failure as a repudiation of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

3.6 NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the City, the City may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City's reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the City prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

3.7 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and b) such other direct damages.

END OF SECTION

SECTION 4.0 EVALUATION / SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

4.2 **EVALUATION PROCESS**

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, proposed products, video management solutions, and price proposal of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under Section 4.3.

4.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of "0" to "100" per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per Evaluation Committee member. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee's score for each Respondent, adjusted by the Local Business Preference factor, if any.

EVALUATION CRITERIA

CATEGORY	DESCRIPTION	MAXIMUM POINTS
1	Qualifications of the Firm – Section 5.1 (4)	25
2	Proposed Approach, Understanding of	20
	and Response to Scope – Section 5.1 (5)	
3	Similar Projects Completed by the	20
	Proposed Project Manager and other Key	
	Personnel – Section 5.1 (6)	
4	Proposed Cost – Section 5.1 (7)	25
5	References – Section 5.1 (8)	10
	TOTAL	100

4.4 COMMITEE INTERVIEWS

Respondents may be invited to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The presentation may clarify but may not modify the content of the Respondent's proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City/Agency will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

4.5 **NEGOTIATIONS**

The City may award a Contract to the highest ranked firm(s) based solely on their initial Proposal. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Nonetheless, if the City proceeds to negotiate a Contract with the highest ranked firm and is unable to reach an agreement, the City reserves the right to terminate negotiations and may begin negotiations with the next ranked responsible and responsive Proposer. This process may continue until a contract acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any firm selected for negotiations may be required to provide the City with the following information:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

5.1 <u>INSTRUCTIONS TO RESPONDENTS</u>

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be **marked "ORIGINAL"**. The document package copies should be individually bound. CD's must be provided on a CD or DVD (Adobe or Word format). Proposals which do not include the required documents may be deemed non-responsive and may not be considered for award.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared in a clear and concise manner, addressing the requirements according to the instructions provided in this Solicitation.

Each proposal must be submitted as follows:

- One (1) original (must be clearly identified as "ORIGINAL").
- Five (5) duplicate copies.
- One (1) CD's or DVD's (must be clearly labeled with Company Name, Bid No., Title & Professional Category) or Thumbprint Drive.

Proposals shall be submitted in sufficient detail to permit the City/Agency to conduct a meaningful evaluation of the proposed services. The proposal must include the following information:

A "tab" should be provided for each section as follows:

1. Cover Page

The title page should include the name of the respondent's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City/Agency's account, date, and the subject and signature page. (See Section 7.0)

2. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3. Business Structure

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of corporate information (if applicable) indicating when corporation was organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable.

4. Qualification of the Firm - 25 Points

Provide a description and history of the firm, focusing on previous governmental experience.

- Describe your firm's qualifications in providing disaster recovery and specifically FEMA reimbursement services. Include information on organizational structure. Include any special expertise which your firm has in working with FEMA regarding debris reimbursement and monitoring contracts. Provide your firm's experience working with Florida Department of Transportation (FDOT) utilizing the Florida Highway Administration (FHWA) program for road reimbursement. Provide specific information on your experience working on disaster recovery reimbursement specific projects in Florida.
- Provide a complete list of all government agencies for which you are currently providing, or have provided in the past, disaster recovery FEMA reimbursement services and FHWA services. Indicate the dates (length) of service for the listed clients and specify the name, title, addresses and telephone number of individuals. The City may contact those clients for whom you have provided disaster recovery FEMA reimbursement services for further information concerning the services provided.
- For specific large disasters that you may have been involved in handling the FEMA reimbursement for, or are still handling, provide information on the number of Project Worksheets handled, the number of employees put within the organization to complete the work, what pre-work was done to assist in completing the Project Worksheets, any special reimbursement issues resolved with FEMA, amount de-obligated with the State and FEMA and why, the amount of dollars recovered for the organization, success in any FEMA or State appeals, and experience with any FEMA and State audits.
- Provide information related to your experience with any FEMA or State appeals. Provide the details as to the outcome, the duration of the appeal and any other related data.
- Provide information related to your experience with FEMA and State audits.
 Provide the number of audits your firm has been involved with, the number of findings against the organization that the auditors identified; if the findings were significant and overall what they found and the duration of the audits.
- The Firm's capabilities to manage tasks simultaneously and expeditiously and describe the Firm's approach to problem/task resolution and teamwork.
- Experience in all aspects of emergency management, to include procurement, operations, planning, contract management and accounting systems.
- Documentation of location and resources available at operating office:
 - a) Complete address of office location

- b) Specific information resources regarding the location to include:
 - i. Number and disciplines of professional and technical personnel
 - ii. Equipment: Include any specialized equipment considered necessary for this service and other routine office equipment.

5. <u>Proposed Approach, Understanding of and Response to Scope – 20 Points</u>

- Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance and accountability.
- Provide relevant availability guidelines and/or the average time between request for meetings and actual attendance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel.
- Describe the amount of time and ability that your firm would be able to devote to the City to research the current process of how our organization is seeking federal reimbursement and how that process could be streamlined, as well as how we can better prepare before a loss to document a claim.
- Provide website and/or portal with details for status to worksheets.

6. <u>Similar Projects Completed by the Proposed Project Manager and other Key Personnel – 20 Points</u>

- Provide a list of individuals who will be assigned (on site) to the disaster recovery reimbursement service engagement with the City and their specific roles. Include summary resumes of the individual to reflect their experience and education. Identify the primary contact who will be actively engaged in serving the account and identify the current client workload of this individual by counties, cities, special districts, and other as may apply.
- If lead project staff members are to be changed, request must be made in writing and pre-approved by Consortium.
- Provide the number of employees who serve in Florida who would be available during normal business times versus during time of emergency or disaster. Describe the experience that these types of employees have in working with FEMA and the State in handling the documentation required for receiving reimbursement, e.g. Project Worksheets, in resolving reimbursement issues, and dealing with FEMA and State appeals, and audits.
- Describe the training that your employees have had regarding FEMA and FHWA grant rules and guidelines, State pass-through grant rules for reimbursement, debris recovery reimbursement, and any further training for reimbursement.

 Describe if your employees are full time employees or contracted employees.

7. Proposed Cost – 25 Points

- The cost of the proposal shall reflect an hourly rate for pre-disaster assistance and an hourly rate for all post-disaster. The proposed hourly rates are inclusive of all costs associated with the disaster recovery assistance provided to the City. The City will not reimburse the consultant for travel, overhead, operational or other related costs.
- The City will not pay the consultant for services unless pre-disaster assistance is requested or a disaster has occurred and requires assistance to request reimbursement from FEMA and/or another agency.
- Provide examples (if any) where you have recovered all or part of your fees from FEMA.

8. References -10 Points

Respondent must provide at least two (2) references of clients to which it has provided Disaster Recovery Consulting Services within the last ten (10) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14.

END OF SECTION



SECTION 6.0 COST PROPOSAL FORM



Labor Rates for the services requested by the City of North Miami are shown below. Proposers may offer other required positions as necessary with the written approval of the City's Project Manager. All such positions and applicable hourly rates shall be included with job descriptions. Proposed fees shall be fully loaded and include all expenses and equipment, including but not limited to, ADMS, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or

infrastructure necessary to carry out the task.

Position Description	Pre-Disaster Consulting Hourly Rate	Post-Disaster Consulting Hourly Rate
Project Office/Principal	•	
Project Manager		
Operations Manager		
FEMA Reimbursement Manager		
Operations Specialist		
Field Supervisors		
Engineer/Scientist/Professional		
Environmental Consultant		
Environmental Field Technician		
Data Manager		
GIS Analyst/Specialist		
Administrative Support		
DMS Monitor		
Field Monitor		
Call Center Operator		
Data Entry Clerk-Paper Ticket		

- 1. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
- 2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Authorized Company Representative (Print Name)	Date	
Authorized Company Representative (Film Name)	Dale	
Signature	Title	



SECTION 7.0 COVER PAGE & CONTACT INFORMATION



COVER PAGE & CONTACT INFORMATION

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s):	
Federal Employee Identification (FEIN) Number:	
Mailing Address:	
City, State, Zip Code:	
Contact Person:	
Title:	
Email Address:	
Telephone Number:	
Fax Number:	



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company:	
Authorized Signature:	
Title of Officer:	



Section 8.0 Minimum Qualifications and Proposal Submittal Checklist



Section 8.0 **Minimum Qualifications and Proposal Submittal Checklist**

1.)	Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status.	Submit Copy of Active Sunbiz.org Registration
2.)	Respondent must have completed a minimum of three (3) projects of similar size to the City of North Miami, scope and complexity as detailed in Section 2.7.	Submit Verifiable Documentation Firm has completed three (3) Debris Monitoring Projects
3.)	Respondent must provide proof of being incorporated as a business of providing the services detailed herein for at least five (5) years.	Submit Verifiable Documentation Firm has been in business for a minimum of five (5) years
4.)	Respondent must provide at least two (2) references of clients to which it has provided tennis facility operations/management within the last ten (10) years.	Submit Form A14



NARRATIVE DESCRIPTION PROPOSAL SUBMITTAL CHECKLIST

This checklist is provided for the Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist is not a comprehensive list of all documents to be submitted as part of the Respondent's proposal and may not necessarily include all of the requirements listed throughout this Solicitation.

Tab/Page No	Section One: Forms	OFFICE USE ON
	Cover Page/Information Sheet/Signature Page	
	Submittal Checklist	
Tab/Page No.	Section Two: Narrative Description	OFFICE USE ON
	Proposal Letter	
	State of Florida active Sunbiz report (if applicable)	
	Current Registrations and/or Certifications	
Tab/Page No.	Section Three: City Contract Forms	OFFICE USE ONL
_	A-1 Public Entity Crimes Affidavit	

Company Name:

A-2 Non-Collusive Proposal Certificate
A-3 Local Preference Affidavit (*if applicable*)
A-3(a) Subcontractor Local Preference
A-5 Acknowledgement of Addenda

A-7 Insurance Requirements

A-14 References

All of the City Contract Forms can now be found on our website. These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

A-6 Disclosure of Sub-contractors & Suppliers (if applicable)

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

FOR PURCHASING OF	FICE USE ONLY		
Complete	Incomplete	Other:	



Appendix A

Cone of Silence Ordinance



Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

- (1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;
- (2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;
- (3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;
- (4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and
- (5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.
- (c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.
- (d) Notwithstanding the foregoing, the cone of silence shall not apply to:
 - (1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;
 - (2) Communications with the city attorney and his or her staff;

- (3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;
- (4) Emergency procurements of goods or services pursuant to section 7-144;
- (5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

Sec. 7-193. Procedure.

- (a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.
- (b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.
- (c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.